

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT was made on April 28, 2015 between:

MICHAEL HUEY, as successor-in-interest to Jared Huey, and in his individual capacity, and JANEEN LOTTON,
collectively referred to as "Plaintiffs,"

and

CITY OF VALLEJO, JEREMY HUFF, and KEVIN BARTLETT, in their official and individual capacities,
collectively referred to as "City Defendants."

A. RECITALS

1. On June 30, 2012, plaintiffs' biological son, Jared Huey, died of multiple gunshot wounds as a result of police action. Plaintiffs allege that Vallejo Police Officers, defendants Jeremy Huff and Kevin Bartlett, violated the decedent's constitutional rights, and negligently caused Jared Huey's death. Defendants Huff and Bartlett deny any and all allegations of wrongdoing and allege the use of force was reasonable and justified under the totality of the circumstances.
2. On May 10, 2013, plaintiff Michael Huey served a lawsuit on the City of Vallejo that was filed against the City Defendants and others entitled *Huey v. City of Vallejo et al.*, Case No. 2:13-CV-00916-JAM-KJN, pending in the United State District Court in and for the Eastern District of California. On August 13, 2013, Janeen Lotton was joined as a plaintiff by virtue of a First Amended Complaint filed against the City Defendants.
3. The parties now desire to compromise and release all present and prospective claims which they now have, or may come to have in the future, against each other, and to release each other from such claims related in any way to the events listed paragraph 1-2 above.

B. TERMS AND CONDITIONS OF SETTLEMENT

4. **Consideration.** The settlement between the parties contemplates the following consideration:
 - a. City of Vallejo shall pay plaintiffs One Hundred and Sixty Thousand Dollars (\$160,000.00) in full and final satisfaction of all claims, fees, costs and liens as follows:

- i. Sixteen Thousand Dollars (\$16,000) to Plaintiff Janeen Lotton, with the check made payable to Law Office of Douglas Pharr Client trust for Janeen Lotton.
 - ii. One Hundred and Forty-Four Thousand Dollars (\$144,000) to Plaintiff Michael Huey, to be paid as follows:
 - A. Thirty-Two Thousand, Five Hundred Dollars (\$32,500) made payable to plaintiff's former counsel, Siegel & Yee, in full and final satisfaction of the lien filed with the court on September 30, 2014.
 - B. One Hundred and Eleven Thousand, Five Hundred Dollars (\$111,500) made payable to Che Hashim Esq. and Michael Huey.
 - b. Within ten days of receipt of the fully executed settlement agreement, the City of Vallejo will mail to Siegel & Yee the funds referenced in paragraph 4(a)(ii)(A). Within ten days of the Release of Lien being filed with the court by Siegel & Yee, the City of Vallejo will mail the remaining funds to plaintiffs as described in paragraphs 4(a)(i) and (ii).
 - c. Each side shall bear its own costs and attorney fees.
5. **Release.** In consideration of said funds and as further consideration for this Compromise and Release, each party covenants and agrees that:
- a. The parties to this agreement understand that liability in this case is disputed and this agreement is a good faith compromise and settlement of disputed claims, and shall not be construed in any way whatsoever as an admission of liability.
 - b. The parties warrant that they are the sole owners of all claims arising from the actions described herein.
 - c. All parties hereto covenant and agree that they will not at any time hereafter commence, maintain or prosecute any actions at law or otherwise, or assert any claim against any of the above-named parties, or their agents, employees, successors or assigns, City Council, City Departments, attorneys or insurers for any damages, injuries or losses of any kind or amount arising out of or in any way connected to or resulting from the subject incidents on June 30, 2012 referred to in Paragraphs 1-2 above. All parties hereto waive all rights and benefits, which they now have or in the future may have under the terms of Section 1542 of the Civil Code of the State of California, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her

favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- d. All parties hereby release and forever discharge each other, and their agents, employees, successors or assigns, City Council, City Departments, attorneys or insurers from any and all claims or demands, actions or causes of action, known or unknown, including all damages, arising out of or in any way connected to or resulting from the subject accident referred to Paragraphs 1 and 2 above.
 - e. The parties hereto understand and agree that this settlement and release shall act as a release of future claims that may arise from the above-mentioned accident, whether such claims are currently known, unknown, foreseen, or unforeseen. The parties understand and acknowledge the significance and consequence of the specific waiver of Section 1542 described above and hereby assume full responsibility from any injury, loss, damage or liability that may hereafter be incurred by reason of or related to the matters alleged and raised by the Litigation.
 - f. The terms of this release and settlement are contractual and are not mere recital. This release and settlement is executed without reliance upon any representation by any person concerning the nature and extent of the injuries or legal liability thereof, and the undersigned have carefully read and understand the contents of this contract and sign the same as their own free act.
6. **Liens.** The undersigned specifically agrees that any and all known and unknown liens will be satisfied from the proceeds of this settlement. Furthermore, the undersigned plaintiffs specifically agree to assume liability for the payment of any liens or claims of any kind by, but not limited to any medical provider, governmental entities, Medicare, insurance liens and any liens of attorneys. The undersigned agrees to indemnify and hold the City of Vallejo, the City Defendants, and its third party adjuster, Athens Administrators, harmless from any and all such claims or liens. The undersigned agrees to satisfy any future medical expenses from the settlement proceeds paid pursuant to the settlement of this matter. As of the date of this signing, claimant has provided the released parties all information known to him about any existing Medicare liens or any other liens. Claimant agrees to defend, indemnify and hold harmless each of the persons, firms and corporations released hereunder with respect to all Medicare liens related to the subject incident for which the federal government may seek repayment.
7. **No admission.** This release and settlement agreement is (1) the compromise of a disputed claim and fully and finally settles all claims between the parties to this dispute; and (2) to buy peace and to further prevent any further involvement by the parties in this dispute. Neither the payment of any consideration hereunder, the waiver of any claims, nor anything contained in this Agreement shall be interpreted or construed to

be an admission on the part of, nor to the prejudice of any person hereto, and each party expressly denies any and all liability associated with or related to said dispute, and claims herein described.

8. **No inducement.** Each party individually and collectively declares and represents that no promises, inducements, or other agreements not expressly contained herein have been made. Each party signing hereto represents and warrants that each of them read, knows and understands the contents hereof, has executed this agreement voluntarily, and has not been unduly influenced by any person or persons.
9. **Binding effect.** This settlement agreement and release shall inure to the benefit of each party hereto or benefit thereby its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives, heirs, past, present and future.
10. **Severability.** If any provision of this agreement is held invalid, the remainder of the agreement shall nevertheless remain in full force and effect in all other circumstances.
11. **Execution.** The parties named below have executed this settlement agreement and release as of the date and year appearing below adjacent to the signatures of the parties. This agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting their signature by facsimile or electronically shall promptly send an original signature to the other party. The failure to send an original shall not affect the binding nature of this Agreement.
12. **Advice of Counsel.** The parties have been afforded the opportunity to seek the advice of an independent attorney, and have either been advised by an attorney regarding this agreement, or hereby waive the right to be advised by independent counsel.
13. **Enforceability.** In the event the terms and conditions of this Agreement are breached or are not abided by either party to this settlement, either party may seek relief pursuant to C.C.P. §664.6 to enforce the terms of this Agreement, notwithstanding any provisions of Evidence Code §§ 1115-1128. The prevailing party shall be entitled to recover attorney fees in any action, case or proceeding maintained to enforce, interpret or rescind the provisions of this Agreement.

Dated: _____

MICHAEL HUEY, Plaintiff

Dated: 5-12-15 _____



JANEEN LOTTON, Plaintiff

APPROVED AS TO FORM AND CONTENT:

be an admission on the part of, nor to the prejudice of any person hereto, and each party expressly denies any and all liability associated with or related to said dispute, and claims herein described.

8. **No inducement.** Each party individually and collectively declares and represents that no promises, inducements, or other agreements not expressly contained herein have been made. Each party signing hereto represents and warrants that each of them read, knows and understands the contents hereof, has executed this agreement voluntarily, and has not been unduly influenced by any person or persons.
9. **Binding effect.** This settlement agreement and release shall inure to the benefit of each party hereto or benefit thereby its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives, heirs, past, present and future.
10. **Severability.** If any provision of this agreement is held invalid, the remainder of the agreement shall nevertheless remain in full force and effect in all other circumstances.
11. **Execution.** The parties named below have executed this settlement agreement and release as of the date and year appearing below adjacent to the signatures of the parties. This agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting their signature by facsimile or electronically shall promptly send an original signature to the other party. The failure to send an original shall not affect the binding nature of this Agreement.
12. **Advice of Counsel.** The parties have been afforded the opportunity to seek the advice of an independent attorney, and have either been advised by an attorney regarding this agreement, or hereby waive the right to be advised by independent counsel.
13. **Enforceability.** In the event the terms and conditions of this Agreement are breached or are not abided by either party to this settlement, either party may seek relief pursuant to C.C.P. §664.6 to enforce the terms of this Agreement, notwithstanding any provisions of Evidence Code §§ 1115-1128. The prevailing party shall be entitled to recover attorney fees in any action, case or proceeding maintained to enforce, interpret or rescind the provisions of this Agreement.

Dated: 7/20/15


MICHAEL HUEY, Plaintiff

Dated: _____

JANEEN LOTTON, Plaintiff

APPROVED AS TO FORM AND CONTENT:

Dated: _____


CHE HASHIM
Attorney for Plaintiff Michael Huey

Dated: 5-12-15



DOUG PHARR
Attorney for Plaintiff Janeen Lotton

Dated: 7/21/15



Kelly J. Trujillo
Attorney for the City Defendants

Dated: 7/20/2015



CHE HASHIM

Attorney for Plaintiff Michael Huey

Dated: _____

DOUG PHARR

Attorney for Plaintiff Janeen Lotton

Dated: _____

Kelly J. Trujillo

Attorney for the City Defendants

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DOUGLAS A. PHARR

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1700 SECOND ST., SUITE 333

6 City, state, and ZIP code
NAPA CA 94558

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

S	S	4	-	4	9	-	1	3	4	3
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or

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **7-20-15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

JANEEN MARIE Lottan I.D. A4497777

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1350 Pueblo Ave 119

6 City, state, and ZIP code

NAPA CA 94558 pr. 916-9244804

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

550-75-6773

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. personJaneen M. LottanDate 7-22-15**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)

- Form 1089-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Siegel & Yee	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 499 14th Street, Suite 220 300	Requester's name and address (optional)
City, state, and ZIP code Oakland, CA 94612	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
Employer identification number								
9	4	-	3	1	9	3	0	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 10-31-12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CHE LEVELLYN HASHIM

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
864 BRYANT ST.

City, state, and ZIP code
SAN FRANCISCO CA 94103

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

6	1	0	-	0	3	-	5	1	2	0
---	---	---	---	---	---	---	---	---	---	---

Employer identification number

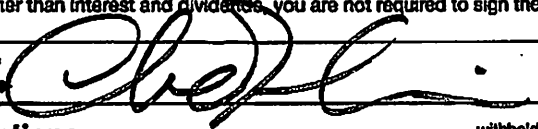
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date **7/21/2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.